

**BID SPECIFICATIONS
FOR
PICK UP/TRANSPORTATION/DISPOSAL OF
LEAVES

FOR THE
DEPARTMENT OF PUBLIC WORKS**

Borough of Dumont
50 Washington Avenue
Dumont, New Jersey 07628

Bid Opening Date: Wednesday, August 20, 2014
Time: 11:00 AM

Mayor:	James J. Kelly
Council President:	Ellen Zamechansky
Councilmembers:	William Brophy
	Barbara Correa
	Matthew Hayes
	Carl Manna
	Rafael Riquelme

Superintendent of Public Works: William Ebenhack
Borough Administrator: John P. Perkins, CPM
Municipal Clerk: Susan Connelly, RMC
Borough Attorney: Gregg F. Paster, Esq.

**BOROUGH OF DUMONT
50 Washington Avenue
Dumont, New Jersey 07628**

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Mayor and Council of the Borough of Dumont, "Dumont", **BOROUGH OF DUMONT, BERGEN COUNTY, NEW JERSEY** complete and in accordance with the bid documents, plans, specifications and all other work in connection therewith and incidental thereto.

Bids will be opened and read by the Municipal Clerk in the Municipal Building, 50 Washington Avenue, Dumont, New Jersey on Wednesday, August 20, 2014 at 11:00 AM prevailing time.

Bid documents for the proposed work are on file at the office of the Borough Clerk at 50 Washington Avenue, Dumont, New Jersey and may be obtained by prospective bidders between the hours of 9:00 a.m. and 4:00 p.m. up to the day before the date for receipt of bids. Bids must be made on the proposal form furnished in the specifications and must be enclosed in a sealed envelope. The bid envelope should be marked on the outside with the title of the proposal – "Pick up, transportation, disposal of leaves from DPW Facility", **BOROUGH OF DUMONT, BERGEN COUNTY, NEW JERSEY**.

All bids must be accompanied by a certified check or cashier's check in an amount equal to 10% of the bid price not to exceed \$20,000, or bid bond made payable to the Borough of Dumont and acceptable to the Mayor and Council of the Borough of Dumont and must also include a Non-Collusion Affidavit, a list of shareholders or partners. All bids must be accompanied by a certificate from a surety company acceptable to the Mayor and Council, that such surety company will provide the bidder with a Performance Bond as required. All bids and certified check, cashier's check or bid bond must be delivered to the Borough Clerk on or before the hour named.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et. seq. and N.J.A.C 17:27.

The Mayor and Council reserves the right to reject any or all bids, or any or all items in the proposal, to increase or decrease or eliminate such items as may be necessary for the adoption of any alternate; to accept that one which in its best judgment serves its interests; to waive any informalities or irregularities in the bids received and to accept the bid from the lowest possible bidder.

By order of the Mayor and Council.

Susan Connelly, RMC
Municipal Clerk

FOR PUBLICATION IN THE RECORD ON AUGUST 8, 2014 (ONCE)

INFORMATION TO BIDDERS

1. Each proposal must be enclosed in a sealed envelope, endorsed with the name of the bidder and marked " Pick up, transportation, disposal of leaves from DPW Facility" for the Borough of Dumont and directed to the "Mayor and Council of the Borough of Dumont, Attention: Borough Clerk".

2. Bids shall be made out on the form prepared by the Borough of Dumont and furnished to the bidder.

If the proposal is made by an individual, his name and post office address shall be shown; if a firm or partnership, the name and post office address of said firm or partnership must be given; if by a corporation, the person signing the proposal must be duly authorized and empowered to submit such proposal and shall give the name of the authorized officers of the corporation, the principal office and the name of the State under the Laws of which the corporation is chartered.

Bidders are cautioned not to attach any conditions, limitations and provisos or to make any changes in the proposal blanks, as such conditions, limitations, or provisos may render the bid informal and be sufficient reason for rejection.

3. Each bidder shall accompany his bid with a certified check or bid bond made payable to the Borough of Dumont, in the sum of ten percent or twenty thousand and 00/100 (\$20,000) dollars of his maximum bid whichever is lower. All certified checks or bid bonds shall be held by the Mayor and Council under the conditions stated herein.

4. Each bidder shall submit with his proposal, in addition to this certified check, or bid bond, a letter of intent from a Surety Company duly authorized to do business in New Jersey, and satisfactory to the Mayor and Council and to the Borough Attorney, to the effect that said Surety Company will furnish the required bond for the bidder, if awarded the Contract, and which letter of intent shall state that the said Surety Company, will issue a bond in a form and with the indemnity requirements herein demanded and required.

5. The Mayor and Council reserves the right to reject any or all bids if in the interest of the Borough it deems advisable to do so. The Mayor and Council reserves the right after receiving and opening the bids to choose that alternate which it believes is to the best interest of the Borough and award if made, will be to the lowest responsible bidder for the alternate chosen, provided, his bid complies in all respects with the requirements therefor as set forth herein. The Mayor and Council shall determine whether a bidder is responsible and may require the bidder to submit documentary evidence in support of the statements in his questionnaire or the answers to any other questions which the Mayor and Council may wish answered. The Mayor and Council may also require him to show them his equipment and every bidder in submitting his bid agrees to furnish all additional information or evidence which may be required by the Mayor and Council. The Mayor and Council shall award a contract or reject all bids within sixty (60) days except that the

bids of any bidders who consent thereto may, at the request of the Mayor and Council, be held for consideration for such longer period as may be agreed upon.

6. After bids have been opened, all certified checks will be returned except those of the lowest two qualified bidders. The checks of these remaining bidders will be returned after the contract has been awarded to the successful bidder and the contract agreements fully executed and the bond delivered. It is understood, however, that if at the time of bidding the Mayor and Council has not decided on which contract is to be awarded, it may retain for a reasonable period of time all certified checks, bid bonds and bids.

7. The successful contractor will be required to execute and deliver to the Borough Clerk within ten (10) days of awarding of the Contract, a Surety Corporation bond that is satisfactory to the Mayor and Council, to secure the faithful performance of the contract, to indemnify and hold and save harmless the Borough of Dumont and to secure the payment of all claims, supplies or equipment furnished to the contractor in the prosecution of the work.

The bond shall be issued in an amount equal to 100% of the bid price, and, if a multi-year contract, to be reduced annually by an amount equal to the proportionate value of one year. Said bond shall remain in force for the full term of the contract year or years, depending on the length of the contract awarded.

8. The bidder to whom a contract has been awarded, shall, within twenty-one (21) days after the award of contract, sign the necessary agreements entering into a contract with the Borough. No proposal will be considered binding upon the Borough until the execution and delivery of the contract.

9. Failure upon the part of the bidder to whom the contract is awarded to execute the contract in the manner required, and to furnish the required bond properly executed, within twenty-one (21) days after the award of the contract shall be just cause for the annulment of the award. It is understood and agreed by the bidder that in the event of the annulment of the award of the contract, the amount of the certified check deposited within the proposal shall become the property of the Borough, not as a penalty but as liquidated damages, and shall not be recovered by the bidder.

10. Attention is called to the following State Laws, Statutes Annotated, Title 34:11-56.25 et seq., which provides, among other things, that in the performance of the work and furnishing of materials under this Contract, workers and laborers who are engaged in such work shall work no more than eight hours in one day, in accordance with said statutes. Also applicable are the provisions of Chapter 127, Laws of New Jersey, prohibiting discrimination by reason of race, color, creed, national origin or ancestry.

11. Bidders are required to complete and submit an Affidavit of Non-Collusion as a part of their bid proposal. Failure to supply this affidavit before or with your bid proposal shall be cause to reject the bid.

12. If a bidder chooses to bid on and supply an item other than the brand name as an "or equal substitute", the Bidder is to supply the brand name of the substituted item, and the manufacturer's specifications.

13. Wherever bid proposals differ from specifications, these differences shall be clearly indicated and fully described.

14. The delivery date, where applicable, must be included on proposal forms and must be made within a reasonable time.

A PRODUCT OF QUALITY AND ESTABLISHED MERIT PROTECTS AND INSURES THAT TAX DOLLARS INVESTED EARN THE MOST FOR THE PEOPLE. QUALITY PRODUCTS, HOWEVER, ARE NOT OFTEN "EQUAL"

16. Affirmative Action Procedures to be followed:

A. Companies with 50 or more employees must file with their bid proposal either a letter of federal approval or a certificate of employee information report approval or a complete form AA302.

B. Companies employing fewer than 50 employees must file a complete affirmative action affidavit.

17. Affirmative Action Requirements if Awarded Contract:

A. If awarded a contract, your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et.seq. and N.J.A.C. 17:27. See mandatory equal employment opportunity language annexed hereto.

B. All successful bidders must submit an Employee Information Report (Form AA 302) to the Borough's Public Agency Compliance Officer after notification of award, but prior to the signing of a goods and services contract. Form AA302 is annexed to these specifications.

DEFINITION OF TERMS

BOROUGH - The word *BOROUGH* as used in the specifications, bond and contract or in discussions or pertaining to the work as a whole shall be taken and interpreted to mean the *Borough of Dumont*, County of Bergen, State of New Jersey.

MAYOR AND COUNCIL - Whenever the words *MAYOR AND COUNCIL* or the pronoun in place thereof and the word *BOROUGH* is used in these specifications, contract or bond, it shall be held to mean the *Mayor and Council* of the Borough of Dumont, County of Bergen, State of New Jersey.

CONTRACTOR - The *CONTRACTOR* shall be understood to be the person, firm or corporation contracting under these specifications to perform the work or his legal representative.

BIDDER - A *BIDDER* shall be understood to be any individual, firm or corporation submitting a proposal for the work advertised.

ADVERTISEMENT - The *NOTICE TO BIDDERS* printed in the official newspaper setting the date and place for receiving bids.

PLANS - All drawings, tracings or blueprints pertaining or relating to the work as herein specified.

SPECIFICATIONS - All provisions, requirements and directions contained herein, together with all written agreements, orders for additional and extra work, made or to be made, pertaining or relating to the method and manner of performing the work, or the quality of materials to be furnished under the contract.

CONTRACT - The agreement covering the performance of the work and the furnishing of all materials required for the construction. The contract includes the Advertisement, Proposal, General Conditions, Plans, Specifications, Bond and other agreements or orders which may be required to complete the work in a substantial and workmanlike manner.

BOND - The approved form of security furnished by the Contractor and his surety, as a guarantee of good faith on the part of the Contractor to execute and perform the work in accordance with the terms of the plans, specifications and contract.

BID DOCUMENTS - The prepared form on which the bidder shall submit the bid or proposal for the work advertised.

PAYMENT - Payment will be made upon submission of proper vouchers of the Borough of Dumont and approved by the Mayor and Council at their regular monthly meeting.

GENERAL REQUIREMENTS:

To be considered, all bids must be made in accordance with these "Instructions to Bidders."

Any subsequent contract entered into shall include the attached specifications, in addition to the bidders proposed specifications.

Where the following specifications require specific brand names, model numbers, dimensions or capacities on components, same shall be supplied as all have been carefully selected for their reliability and availability of replacement on local basis.

Should any Bidder find during examination of specifications, any discrepancies, omissions, ambiguities, or conflicts, or be in doubt as to their meanings, he shall request from the fire department in writing, an interpretation of correction thereof not later than five (5) days before the date of the bid opening.

The Borough Administrator and/or Attorney, shall review the question, and where information sought is not clearly indicated or specified, in his opinion, he will issue a clarifying or correction addendum bulletin. Proper interpretation or making of any necessary inquiry will be the Bidders responsibility. Oral answers will be binding.

The bid price shall not include any Local, State or Federal taxes. The Bidder shall not be liable for any State or Federally mandated tax or program after the sale of the equipment.

These specifications shall be considered minimum. Should the manufacturer's current published data or specifications exceed these, they shall be considered minimum and be furnished.

EXCEPTIONS, VARIATIONS OR CLARIFICATIONS

No bidder shall take TOTAL exception to these specifications and have their bid considered for review.

Since all components specified by brand, model number, dimension, size or capacity are readily available to all manufacturers and/or potential bidders, substitutions or alternates must be bid as follows:

Any exception, variation or clarification to these specifications must be set forth on a separate sheet in the bid, labeled "Exceptions to the Specifications." These exceptions must be related to the exact item set forth in the specifications for each item in the bid package.

Failure to list each and every exception in the above manner will result in the immediate rejection of said proposal.

Proposal specifications must be on the attached forms, with any additional specifications and/or information, as well as any exceptions, variations, or clarifications (on separate sheet of paper as set forth above) attached.

Each bidder is required to provide in his bid a complete and accurate description of this system.

PROPOSALS (OR BID)

All bids must be signed by an officer of the corporation selling the item (s) being bid. Bids signed by sales representatives shall be declared as informal and will be rejected.

Each bid must give the full business address of the Bidder. Bids by a signed partnership must furnish the full names of all the partners and must be signed by the partners. Bids by a corporation must be followed by the name of the State of Corporation. Satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished with the bid.

WITHDRAWAL OF BIDS

Bids may be withdrawn by certified mail or telegraphic request from the Bidder prior to the time fixed for opening.

Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

No bidder may withdraw his bid after the time set for the opening.

Bids shall be submitted on the attached form (s) furnished and entitled "Proposal", with all the blanks filled in.

Any bid not in accordance with these instructions or containing bids not asked for, or not containing all required statements on said bid form will be rejected.

AWARD CONTRACT

The contract will be awarded as soon as possible to the lowest Bidder provided his bid is reasonable and responsive and it is in the interest of the Mayor and Council to accept it.

The Mayor and Council reserves the right to waive informality in the bids received when such waiver is in the interest of the department, also to except any item in the bid, unless otherwise specified by the department.

Each bidder shall be prepared, if so requested, to present a statement of financial condition and/or Dunn and Bradstreet rating may be required by the purchaser prior to any award of contract.

REJECTION OF BID

The competence and responsibility of the Bidders will be considered in making the award. The Mayor and Council shall have the right to reject any or all bids, who in judgment of the department is in their best interest.

THE REQUIRED DOCUMENTS WHICH WILL BE EXAMINED BEFORE THE PROPOSAL IS READ ARE:

1. Bid bond or certified check for 10% of the bid (neither of which shall exceed \$20,000).
2. Consent of Surety - without which no proposal may be accepted.
3. Affidavit of Non-Collusion.
4. Statement of Ownership.
5. Affirmative Action Affidavit.
6. List of subcontractors to be used in fulfilling the contract, if any. N.J.S.A.40A:11-16. This must be submitted regardless of whether subcontractors will be used.
7. Acknowledgment of receipt of bid addenda, revision or amendment. N.J.S.A.40A:11-23.2

ALL OF THESE DOCUMENTS MUST BE SUBMITTED IN ONE SEPARATE ENVELOPE.

The bid proposal is to be secured in a second sealed envelope and both shall be inserted into an outer envelope which shall be clearly marked on the outside with the name and address of the bidder and the title of the bid.

SAMPLE FORM OF BOND

NEW JERSEY STATUTORY FORM OF PERFORMANCE BOND

The bond herein before provided for shall be in substantially the following form, and recovery of any claimant thereunder shall be subject to the conditions and provisions of the Revised Statutes 2:60-211 to the same extent as if such conditions and provisions were fully incorporated in said bond form.

Know all men by these present, that we, the undersigned:

AS PRINCIPAL

AS SURETIES

and hereby held and firmly bound to unto the Borough of Dumont, County of Bergen, New Jersey in the penal sum of _____ dollars, for the payment which will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____ 20____

The condition of the above obligations is such that whereas, the above named principal did on the _____ day of _____ 20____ enter into a contract with the Borough of Dumont, County of Bergen, New Jersey, which said contract is made a part of this bond the same as set forth therein.

Now, if the said _____
shall well and faithfully do and perform the things agreed by

to be done and performed according to the terms of said contract and shall pay all lawful claims of sub-contractors, materialmen, laborers, persons, firms, or corporations for labor performed or materials, provisions, provender, or other supplies, or teams, fuels, oil, implements or machinery, furnished, used or consumed in the carrying forward, performing, completing of said contract, and shall defend and settle all claims arising out of the use of patented articles in performing or completing said contract we agree and consent that this undertaking shall be for the benefit of any sub-contractor materialmen, labor, person, firm or corporation having a just claim as well as for the obligee herein; then this obligation shall be void otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said Contract or in or to the plans and specifications therefore shall in any way effect the obligation of said surety of its bond.

SIGNED, SEALED AND DELIVERED

_____ }

_____ }

_____ }

NON-COLLUSION AFFIDAVIT

State of New Jersey }
County of Bergen } ss
Borough of Dumont }

I _____ of the Borough of _____
in the County of _____ and the State of _____
being of full age, duly sworn according to the law on my oath depose and say that I am

Name
of the firm of _____
Firm

the bidder making the proposal for the above named project, and that I executed the said proposal with full authorization to do so, that said bidder has not, directly or indirectly, entered into any agreement participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Borough of Dumont relies upon the truth of the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Name of Contractor

(N.J.S.A. 52:34-15)

Subscribed and sworn to _____
(also type or print name of affiant under signature)

before me this _____ day
of _____ 20____

Notary Public

of

My commission expires _____

STATEMENT OF OWNERSHIP
(Must be completed for bid to be accepted)

Chapter 33, Laws of 1977, became effective March 8, 1977. It requires corporate and partnership bidders for school district contracts (as well as State, County and Municipal Agencies) to submit list of names and addresses of all stockholders owning 10% or more of their stock or 10% or more of stock of their corporate stockholders, or in the case of partnership, the names and addresses of those partners owning a 10% or greater interest therein.

In addition, if one or more of such stockholders or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. These statements of names and addresses must be submitted prior to the receipt of the bid or must accompany the bid. NO AWARD OF CONTRACT OR AGREEMENT ENTERED INTO MAY BE MADE IF THERE IS A FAILURE TO COMPLY WITH THE PROVISIONS OF THIS LAW.

List here (or attach if necessary) the names and addresses required under Chapter 33, Laws of 1977:

Name _____

Address _____

City/State/Zip _____

Name _____

Address _____

City/State/Zip _____

Name _____

Address _____

City/State/Zip _____

It is mandatory that bidders submit the required information, it will not be accepted after the receipt of bids. Failure to submit a stockholder disclosure statement which conforms to the requirements of the above statute will result in rejection of the bid.

AFFIRMATIVE ACTION AFFIDAVIT
(to be completed by firms with less than 50 employees)

State of _____ } ss.
County of _____ }

I, _____, of the (City, Town, Borough) of _____ in the County of _____, State of _____ of full age, being duly sworn according to law on my oath depose and say that:

1. I am (President, partner, owner) of the firm of _____ a bidder making a proposal upon the above named project.
2. _____ does not have 50 employees or more inclusive of all officers and employees of every type.
3. I am familiar with the affirmative action requirements of P.L. 1975, c.127 and rules and regulations issued by the Treasurer, State of New Jersey.
4. _____ has complied with all the affirmative action requirements of the State of New Jersey, including those required by P.L. 1975, c.127 and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
5. I am aware that if, _____ does not comply with P.L. 195, c.127 and the rules and regulations issued pursuant thereto, that no money will be paid by the State of New Jersey, County of Bergen, Borough of Dumont, until an affirmative action plan is approved. I am also aware that the contract may be terminated and the _____ may be debarred from all contracts for a period of up to five (5) years.
6. In the event my workforce increases to 50 employees, I must contact the State Affirmative Action Office and complete an Employee Information Report.

Signature

Title

Subscribed and sworn to
before me this _____ day
of _____, 20____

Seal of Notary Public of New Jersey

MANDATORY EQUAL OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et. seq., N.J.A.C. 17:27

GOOD, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national, origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges,

universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF CONTRACT COMPLIANCE**

**ATTENTION ALL GOODS, PROFESSIONAL SERVICES AND GENERAL
SERVICE VENDORS**

For your convenience, all goods, professional services and general service vendors now have 2 options in filing the Division of Contract Compliance AA302, Employee information Report Renewal and Vendor Activity Summary Report forms. As always, you may complete the form manually and mail it to this Division, or you may input your employment data directly onto the AA302 and Vendor Activity Summary Report located on our website. To access the Division's website, simply, follow these steps:

1. Type www.state.nj.us/treasury/contractcompliance
2. Select the "Internet Submission" button.
3. Select "About Internet Submission" to review the Agreement.
4. Review the Agreement and select "Accept", if you wish to continue.
5. Complete the "Registration for Electronic Form Submission" section. Please note that the password is created by you.
6. Within 3-5 business days, the Division will confirm you password by e-mail. At that time, you may access the electronic form to input your employment data.

When you complete each screen, you must print each screen page in order to copy your submission. The Division will not be able to provide you with a copy after the information has been sent.

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. **IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM. SEND COPY OF CURRENT CERTIFICATE TO THE PUBLIC AGENCY. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes"

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN COPY FOR THE VENDOR'S OWN FILES. THE VENDOR IS TO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT AND FORWARD A COPY TO:

NJ Department of the Treasury
Division of Contract Compliance & Equal Employment Opportunity
P.O. Box 209
Trenton, New Jersey 08625-0209 Telephone No. (609) 292-5475

STATE OF NEW JERSEY
Division of Contract Compliance & Equal Employment Opportunity
EMPLOYEE INFORMATION REPORT

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 1.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT	CITY	COUNTY STATE ZIP CODE
Official Use Only	DATE RECEIVED	TNAUG DATE ASSIGNED CERTIFICATION ER

SECTION B - EMPLOYMENT DATA

1. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DONOTSUBMIT ANEEO-1 REPORT**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT OR TT V/NON- OR IT V R M P LO V E T I R F A K D O W N									
	COL. 1 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/													
Professionals													
Technicians													
Sales Workers													
Office &													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment													
Temporary & Part-Time Employees	The data below shall not be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO DATE LAST REPORT SUBMITTED Mo. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE mo DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)

WHITE - DIV. OF CONTRACT COMPLIANCE; CANARY - DIV. OF CONTRACT COMPLIANCE DP;
PINK - PUBLIC AGENCY; GOLD - VENDOR

To the Borough Council of
The Borough of Dumont
County of Bergen, State of New Jersey

We declare that we have carefully examined the Information to Bidders, Specifications, Contract and other forms herein referred to, and propose to furnish and deliver specified items in the manner and time prescribed and understood.

DESCRIPTION

TOTAL PRICE

Pick up, transportation, disposal of leaves
from DPW Facility

\$ _____

Total Price

\$ _____

Total Price in Words: _____

Bidder's Name _____

Address _____

Authorized Signature: _____

Name of Authorized Signature: _____
(please print or type)

Title: _____

Date: _____

Terms: _____

Start Date: _____

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies that the above bid is in accordance with the Specifications and General Instructions and subject to the conditions and limitations herein set forth.

CONTRACT FOR DISPOSAL/RECYCLING TRANSPORTATION OF LEAVES

This Agreement made the ____ day of September, 2014 between the **Borough of Dumont**, a body politic and corporate of the State of New Jersey, (hereinafter referred to as the 'Borough', 'Owner' or 'Client'), with its principal offices located at 50 Washington Avenue, Dumont New Jersey 07628 and _____, located at _____, (hereinafter referred to as "Contractor");

WHEREAS it is agreed as follows:

1. **Services.** Contractor shall provide the Borough of Dumont with leaf transportation and disposal/recycling services as set forth in the bid dated August 20, 2014, and the specifications set forth therein, both attached hereto and made a part hereof by reference. Contractor is to follow all legally permissible guidelines and generally accepted methods and procedures to complete the assessment. Contractor is required to pick up leaves from the Borough DPW complex on Aladdin Avenue by 7:30am each day as required by the Superintendent of Public Works, with an adequate number of trucks to dispose of the debris on site. Failure to abide by this provision on more than two (2) occasions shall be grounds for cancellation of the contract.

2. **Term.** The Contract term will not exceed five (5) years from receipt of the fully executed contract and Notice of Award by the Contractor, as set forth in Resolution 14-____ of the Borough of Dumont Council attached hereto and incorporated herein by reference.

3. **Compensation.** The Contractor shall be compensated at the rate of _____ (\$____) dollars per cubic yard of leaf disposal/recycling transported and disposed of, as set forth in certified weight slips to be provided to the Borough monthly or included as an attachment no less than four times during a one year period and at any time the Borough may request, on seven days notice to Contractor. The total annual value of the Contract shall not exceed Seventy Five Thousand (\$75,000.00) Dollars, except on submission of a Change Order request as required by statute from Contractor and a duly adopted and executed resolution of the Governing Body of the Borough authorizing such Change Order.

4. **All Services Included.** All costs and services by Contractor shall be included and subsumed within the unit cost set forth in Paragraph 3, above. Contractor will be entitled to payment or reimbursement for the reasonable costs and expenses incurred hereunder on the Borough's behalf, conditioned upon approval in advance of the Borough Administrator.

5. **Billing.** Fees will be billed monthly, upon submission of periodic vouchers accompanied by an invoice identifying Contractor's tax identification

number, billing address and statement of services rendered. The Borough will process invoices received by the last Thursday of a given month within 30 days. Invoices received by the Borough after the last Thursday of the month may not be processed for 60 days, due to State legal requirements.

6. **Changes to Contract.** No changes shall be made to this Contract orally or in the absence of a written amendment, executed by authorized representatives of each party, accompanied by a duly adopted Resolution of the Governing Body of the Borough to said effect.

7. **Severability of Provisions.** Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties or to other circumstances.

8. **Titles.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

9. **Waiver of Breach.** The waiver by the Borough or Contractor of any breach of any term or condition of this agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition of this contract.

10. **Choice of Law.** This agreement shall be construed, governed and enforced in accordance with the laws of the State of New Jersey. Any action based upon the terms of this Agreement shall be venued within the County of Bergen.

11. **Discrimination.** The provisions of N.J.S.A. 10:2-1 through 10:2-4, inclusive, relating to discrimination in employment on public contracts, and rules and regulations promulgated there under, are incorporated into the terms and conditions of Counsel's retention and made a part of hereof. A copy of Contractor's policy on affirmative action pursuant to N.J.A.C. 17:27-1 et. seq. is annexed hereto.

12. **Agreement.** Contractor's signature on this agreement or if work has already begun Contractor's failure to object to these terms promptly in writing, constitutes acceptance of the foregoing terms and conditions. This agreement constitutes the entire understanding concerning the Borough's engagement of Contractor and that understanding cannot subsequently be

modified except in a writing signed by an authorized representative of the Borough.

13. Dispute Resolution. The parties agree to act in good faith in the performance of the contract, and to make reasonable efforts to resolve any disputes arising hereunder through negotiation. In the event a dispute that cannot be amicably adjusted, the parties agree to submit the dispute to binding arbitration to be presided over by a retired Judge of the Superior Court of New Jersey, assigned by the Assignment Judge of the Bergen County vicinage, on terms and rates of compensation set by the Court, on letter request of either party.

**THIS IS THE CONCLUSION OF THE DOCUMENT
SIGNATURE PAGE FOLLOWS**

ATTEST:

BOROUGH OF DUMONT

Susan Connelly, RMC, Municipal Clerk

James J. Kelly, Mayor

ATTEST:

Secretary

President

**Bid Proposal Form for:
Transportation and Disposal/Recycling of Leaves
In The Borough of Dumont**

1. The undersigned, as the Bidder, having visited the site of the proposed work and having familiarized himself with the existing conditions at the site and with other local conditions hereby proposes to furnish all labor and materials and perform all work for the required contract.

2. Such work and contract to be performed in strict accordance with the Bidding Documents and Specifications.

3. This proposal will not be considered unless it is complete. All blanks must be filled in.

A. First Year Contract (beginning October 15, 2014)

Bid Amount 2014: Leaves \$_____ per cubic yard

Total cost written in words_____

B. Second Year Contract (optional - beginning October 15, 2015)

Bid Amount 2015: Leaves \$_____ per cubic yard

Total cost written in words_____

C. Third Year Contract (optional - beginning October 15, 2016)

Bid Amount 2016: Leaves \$_____ per cubic yard

Total cost written in words_____

D. Fourth Year Contract (optional - beginning October 15, 2017)

Bid Amount 2017: Leaves \$_____ per cubic yard

Total cost written in words_____

E. Fifth Year Contract (optional - beginning October 15, 2018)

Bid Amount 2018: Leaves \$_____ per cubic yard

Total cost written in words_____

F. Five (5) Year Total (optional – beginning October 15, 2014 – October 15, 2018)

Bid Amount 2014-2018 Leaves \$ _____ per cubic yard

Total cost written in words _____

Witness:

Signed Signature: _____ By: _____

Typed Signature: _____ Signature: _____

Date: _____

Name/Title _____

DETAILED SPECIFICATIONS FOR TRANSPORTATION AND DISPOSAL/RECYCLING OF LEAVES

A. Scope of Work: Employees of the Department of Public Works will load leaves onto contractor's trucks. Contractor will transport the leaves to their facility.

B. Location: Department of Public Works, Aladdin Ave., Dumont, N.J. 07628.
Phone: (201) 387-5045, Fax (201) 439-0502, DPW Superintendent Bill Ebenhack, CPWM

C. Schedule: Monday through Friday 7:00 am to 3:00 pm.
Department of Public Works is to be Serviced every day between October 15 to January 15, Saturdays if needed and all other days as requested by the Superintendent of Public Works.

Holidays: Pickups shall not be made on Thanksgiving Day or Christmas Day; but must be provided on the next business day, or as requested by the Superintendent of Public Works. Additional recognized holidays may be similarly observed with reasonable prior notice and approval of the Superintendent of Public Works.

D. Equipment: Contractor will provide a minimum of 75yd Dump Truck Trailers, average 6-10 trucks per day

E. Disposal Fees: The Borough of Dumont will pay on per cubic yard basis.

F. Weight Slips: Contractor shall provide the Borough of Dumont with copies of all slips issued for the disposal of leaves.

H. Inclement Weather: In the event of inclement weather, such as severe snows, hurricanes or floods which preclude pickup from the DPW on two consecutive collection dates, the Superintendent of Public Works may direct the Contractor to modify his schedule to best service the needs of the Borough of Dumont.